

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THE NECK HAMMOCK, INC., a Delaware
corporation,

Plaintiff,

vs.

DFO Global Performance Commerce
Limited, a Nevada limited liability company,
STRONG CURRENT ENTERPRISES,
LIMITED, a business entity of unknown
registration, HEALTH AND SOLE, a
business entity of unknown registration, and
THINK TECH ENTERPRISES, LTD, a
business entity of unknown registration, and
JOHN DOES 1-10,

Defendants.

Case No: 2:20-cv-000222-RCJ-NJK

**STIPULATION FOR ENTRY OF
STIPULATED
PERMANENT INJUNCTION**

1 IT IS HEREBY STIPULATED by and between The Neck Hammock, Inc. ("Plaintiff" or
2 "Neck Hammock") and Defendants DFO Global Performance Limited; Strong Current
3 Enterprises, Limited; Health and Sole; and Think Tech Enterprises, Ltd. ("Defendants"), via their
4 respective undersigned counsel, that:

5 1. Plaintiff and Defendants have settled the above-styled litigation pursuant to the
6 terms and conditions of an executed Settlement Agreement.

7 2. As part of the executed Settlement Agreement, the Defendants consent to the entry
8 of a Stipulated Permanent Injunction in favor of Neck Hammock and against Defendants in the
9 form of the Stipulated Permanent Injunction attached hereto as Exhibit A ("Stipulated Permanent
10 Injunction").

11 3. Each party shall bear its own costs, attorney fees, and expenses incurred in
12 connection with the claims dismissed by the Stipulated Injunction.

13 4. Neck Hammock's claims against the supplier(s) who sold the Subject Products to
14 the Defendants are not part of the Settlement Agreement.

15 5. After entry of the Stipulated Permanent Injunction in favor of Neck Hammock and
16 against Defendants, the parties intend to file a stipulation of voluntary dismissal pursuant to FRCP
17 41(a)(1)(A)(ii), which shall effectuate dismissal Plaintiff's claims against Defendants with
18 prejudice.

19 Dated this 29th day of July, 2020.

20 Respectfully submitted,

21 ///

1 By: /s/ Lucy Crow

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Attorneys for Plaintiffs

ORDER

IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

DATED this 11th day of August, 2020.

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THE NECK HAMMOCK, INC., a Delaware corporation,

Plaintiff,

vs.

DFO Global Performance Commerce Limited, a Nevada limited liability company, STRONG CURRENT ENTERPRISES, LIMITED, a business entity of unknown registration, HEALTH AND SOLE, a business entity of unknown registration, and THINK TECH ENTERPRISES, LTD, a business entity of unknown registration, and JOHN DOES 1-10,

Defendants.

Case No: 2:20-cv-00022-RCJ-NJK

**[PROPOSED] STIPULATED
PERMANENT INJUNCTION AGAINST
DFO GLOBAL PERFORMANCE
COMMERCE LIMITED, STRONG
CURRENT ENTERPRISES, LIMITED,
HEALTH AND SOLE, AND THINK
TECH ENTERPRISES, LTD,**

On this day, the Court considered the parties' Stipulation for Entry of a Stipulated Permanent Injunction. After consideration of the stipulation, and for good cause shown, the court makes the following findings of fact and conclusions of law:

1. Plaintiff THE NECK HAMMOCK, INC. ("NH") is a Delaware corporation with a principal place of business at 830 Hill Street, Apt. E, Santa Monica, California, 90405.

2. Defendant DFO GLOBAL PERFORMANCE COMMERCE LIMITED is a Nevada corporation with business address at 260 West 39th Street, Suite 202, Manhattan, New York, 10018, Defendant STRONG CURRENT ENTERPRISES LIMITED is a Hong Kong Private Limited Company with business address at Rm 2201 22/F Chinachem Century Tower, 178 Gloucester Road, Wan Chai, Hong Kong, Defendant THINK TECH SALES LIMITED dba HEALTH AND SOLE is a Hong Kong Private Limited Company with business address at Flat/Rm

709B, 7/F, Opulent Building, 402-6 Hennessy Road, Wan Chai, Hong Kong (collectively referred to herein as “Defendants”).

3. NeckKomfort products (the “Subject Products”) were previously available at the following URLs including <https://www.buynckomfort.com/>, <https://www.buynckomfort.com/en/pre-1b.html>, <https://www.healthandsole.com/>, and <https://discounts-usa.com/lp/neckhammock.html>, as depicted below:

 **NeckKomfort**
Neck Hammock



Check Availability

PERMANENT INJUNCTION

4. Defendants, their officers, agents, servants, employees, and all persons acting in active concert or participation with them who receive actual notice of this injunction by personal service or otherwise, are hereby permanently enjoined as follows:

a. Defendants are enjoined from using any of the NH Trademarks, United States Trademark Registration Nos. 5,626,795; 5,439,768; 5,557,079, or any confusingly similar mark, in connection with any product, packaging, product listing, domain name, business name, or any other form of product identification.

b. Defendants are enjoined from producing, reproducing, distributing, copying, or using any graphic or pictorial representation protected by the NH Copyright, United

1 States Copyright Registration No. VA 2-090-260, or any substantially similar variation thereof, in
2 connection with any product, packaging, product listing, or any other product sale.

3 c. Defendants are enjoined from making, having made, using, selling,
4 advertising, manufacturing, importing, or distributing the Subject Products, or any substantial
5 imitation thereof, which infringes any of the NH Patents, U.S. Patents: 10,307,284; D824,035;
6 D845,492; and D845,494; until the last of the NH Patents expires or is no longer in force.

7 d. Defendants are required to remove and/or immediately destroy all internet
8 advertising and promotional materials within the direct control of Defendants, if any, whether such
9 materials are in print, electronic, or other media that contain the NH Trademarks or NH Copyrights.

10 5. All parties shall bear their respective attorneys' fees and costs. The terms of the
11 Settlement Agreement between the parties and this Judgment are to be construed together.

12 6. The Court shall maintain jurisdiction over this action for purposes of enforcement
13 of this Permanent Injunction and the Settlement Agreement between NH and Defendants.

14
15 **ORDER**

16 IT IS SO ORDERED.

17
18 _____
UNITED STATES DISTRICT JUDGE

19
20 DATED this ____ day of _____, 2020.